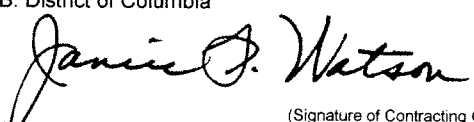


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract No.		Page of Pages	
				1		5	
2. Amendment/Modification Number A002		3. Effective Date October 27, 2008		4. Requisition No.		5. Solicitation Caption Values-Based Training for DDA Stakeholders	
6. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 15 <sup>th</sup> Street NW., 2 <sup>nd</sup> Floor Washington, DC 20005				7. Administered by (If other than line 6) Code JM0			
8. Name and Address of Contractor (No. street, city, county, state and zip code) -				9A. Amendment of Solicitation No. X DCJM-2009-R-0001			
				9B. Dated (See Item 11) September 12, 2008			
				10A. Modification of Contract/Order No.			
				10B. Dated (See Item 13)			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>two</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. This change order is issued pursuant to (Specify Authority): THE CHANGES CLAUSE, The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority)							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copy to the issuing office.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
A. The closing date for receipt of proposals in response to Request for Proposals No. DCJM-2009-R-0001 for Values-Based Training for DDA Stakeholders is hereby extended from Tuesday, October 28, 2008 to <b>Friday, October 31, 2008</b> , at 2:00 p.m. local time.							
B. Responses to questions by prospective offerors are set forth on the following pages 2-4.							
C. Section F.3, Deliverables/Delivery and Performance Schedule, is revised as shown on page 5.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A remain unchanged and in full force and effect.							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer			
				Janice Parker Watson			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)						10/27/2008	
				(Signature of Contracting Officer)			

- B.1 Should the contract bid include paying the 30 members of the Core Group for their participation?** DDS would like this group to include providers and individuals with disabilities. Providers may have difficulty releasing employees for 10 half days, a values training by the Contractor, and conference calls. In addition, individuals with disabilities who want to work in the Core Group may be giving up work days.

*Answer: No, the 30 member Core Group will not be paid through this contract.*

- B.2 I'm confused on the due dates for the deliverables and just need an explanation** (See F.3.) If we look at the due dates for the deliverables, the entire contract would be completed in 90 days! I get the idea of written products and their due dates. But in F.3., look at C.3.2, the 11 half-day interactive trainings. DDS doesn't really want these ALL done in 45 days does it? Elsewhere in the document the RFA noted that these 11 half-day trainings are to enable the Core Group to continue to provide the training to other individuals after the contract ends. I would have assumed these trainings would be spread out over the year of the contract.

*Answer: See revised Section F.3, Schedule of Deliverables on page 5 below.*

- B.3 Is there a standard contract document that we complete in responding to the RFA?** There are a lot of paragraphs throughout the document that seem to be required, but no particular form. I guess I'm used to the feds that hand you all these documents to sign and include in any response!

*Answer: No. Instructions relating to Proposal Form, Organization and Content are found in Section L.2*

- B.4 The RFA notes:**

**C.3.4.5** Contractor shall develop and deliver more general values information to an audience of 3,000 individuals, with a creative strategy to promote cultural change.

**The question is to whom is this general values information to be delivered?**

The RFA goes on to define:

**H.11.1.10. Individual** shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

Going to 45 CFR 164.501 we find

Individual means the person who is the subject of protected health information.  
164.501

**Since I wouldn't consider staff the subject of PHI, I would assume that this means people with disabilities.**

And going to 45 CFR 164.502, we find

g)(1) Standard: Personal representatives. As specified in this paragraph, a covered entity must, except as provided in paragraphs (g)(3) and (g)(5) of this section, treat a personal representative as the individual for purposes of this subchapter.

**So given the contract definitions of individual, it appears as though the RFA wants us to also provide general values information to 3000 people with disabilities and their guardians. It was my initial impression that the RFA wanted the Contractor to deliver "Values-Based Training that is competency based for internal and external stakeholders, including providers that contract that contract with DDS, providers' staff, community members and various District agency employees."**

**So, is this "3,000 individuals" people with disabilities only or expansive to include other internal and external DDS stakeholders?**

*Answer: This solicitation is not an RFA, but a Request for Proposals (RFP) in accordance with 27 DCMR Chapter 16 and DC Official Code § 2-303.04. In accordance with Section C.3.3 of the RFP, the training is for internal and external stakeholders which includes provider administration and direct care professionals, DDS administration and service coordinators, individuals served by DDS/DDA and others which may include other District agency staff, advocacy groups, families and the public. Any of these individuals may or may not have a disability. .*

B.5 When is the award of the contract expected to be completed, i.e. is this an immediate start or is it for a future date? I could no see anywhere what the expected start date would be.

*Answer: The anticipated award date is approximately late November 2008. The Contractor is expected to start immediately and perform as scheduled in Section F.3.1, as herein amended.*

B.6 What is the fiscal year for the DC DDA?

*Answer: The fiscal year for the DC Government is October 1 through September 30.*

B.7 Are the "Core Group Trainers" expected to be paid under this contract or is there another plan for their compensation?

*Answer: See the response to Question # 1. Most of the trainers are already employed by DDS, providers, or advocates. Some may be volunteers.*

B.8 *Prospective Offeror A* currently has a cadre of staff, peer mentors and family mentors that we would foresee involving in this type of initiative. How does the 51% DC resident ruling affect the development of our team for the proposal? Since we are obviously out of District, our team members are not DC residents.

***Answer: The First Source requirement pertains to new hires, if needed. See Section H. and H.5 for information concerning good faith efforts to hire qualified District residents and the basis for a request for waiver of compliance if for example, "there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract".***

B.9 In Section F.3. regarding deliverables the table references items C. 3.1. - C.3.6, but as far as I can see the numbering only goes from C.3.1 - C. 3.4.6. There does not appear to be a C. 3.5 or C. 3.6. Am I missing something here?

***Answer: The RFP is amended to correct numbering errors.***

B.10 Also in Section F. 3 the table of deliverables indicates a format of "Microsoft Interactive Classroom". By this term are you meaning an interconnected set of Microsoft Office documents?

***Answer: The materials should be in Microsoft format, with presentations being interactive in a classroom setting.***

B.11 In CLIN C. 3.2, the deliverable is "**Delivery of 11 half-day interactive trainings**". Does this mean that the first round of 11 half-day trainings with the Core Group, DDA Staff, and DDA identified stakeholders will have been completed (in-person), or that the time phased plan will be submitted?

***Answer: The training will be accomplished with a time phased plan. The Core Group will take over the training after the initial trainings as proposed by the successful Offeror when the Core Group members are deemed by DDA to be knowledgeable enough to continue the training on their own.***

D. Numbering of Subsections in Section C is corrected as follows:

Page 4: Sections C.3.1 – C.3.3 are renumbered C.1.1, C.1.1.1, and C.1.1.2

Page 7: Sections following C.3.3 are renumbered C.3.3.1 – C.3.3.6.

E. Section F.3, Deliverables/Delivery and Performance Schedule is revised to read as follows:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
0001	Values Based curriculum in accordance with C.3.1-C.3.6	1	Microsoft Office Email/paper copy	45 days after award of contract	COTR Linda Landers
0002	Multi-day training-the-trainer for Core Group as described. See C-3.1 through C.3.5.	11	Microsoft Office Email/paper copy	Beginning 30 days approval of curriculum through 60 days thereafter	COTR Linda Landers
0003	Half-day Values Based training curriculum. See C.3.1 through C.3.5.	10	Microsoft Office Interactive Classroom	45 days after award of contract	COTR Linda Landers
0003	Delivery of 11 half-day interactive trainings. See C.3.1 through C.3.5.	11	Microsoft Office Interactive Classroom	Beginning 30 days approval of curriculum through six (6) months thereafter	COTR Linda Landers
0004	Report of Work with Core Group and Select Providers on systems change. See C.3.3.	1	Microsoft Office, Other approved medium	60 days after Completion of CLIN 0002	COTR Linda Landers
0004	List Serve. See C.3.4.2.	1	Electronic and hard copy	Monthly, beginning 60 days after award	COTR Linda Landers
0004 1002	Record of Monthly teleconference meetings. See C.3.4.3.	12	Microsoft Office	Monthly, beginning 30 days after award	COTR Linda Landers
0004 1002	Summary report. See C.3.1 through C.3.4.6.	1	Microsoft Office	45 days prior to the end of each contract period.	COTR Linda Landers